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operated only by a pre-arranged single-use access code whereby said outer door can be opened and deliveries placed inside the box, said system being also adapted, when said outer door is then closed, to lock automatically and to cancel the code used for opening said outer door after every use; and a rear door openable directly into, and lockable from, the interior of the building. - -

REMARKS

The undersigned greatly appreciates the courtesies extended by Examiner Anderson during the telephone interview of December 16, 2002. A proposed new base claim was presented to the examiner in advance for discussion. This claim is added herein as new claim 27. The examiner indicated that this claim raised new issues of patentability which would require additional searching. Specifically, the examiner cited the automatic *cancellation of the single-use access code* used for opening the outer door after every use of the delivery box. This feature is neither disclosed, taught, nor suggested in the prior art of record. In view of the "final" status of the pending action, Applicant submits the present Request for Continued Examination.

Claims 16-26 in the case are pending. Claim 20 stands rejected under 35 U.S.C. §112, second paragraph, as being indefinite. Claims 16-18, 22 and 25 have been rejected under 35 U.S.C. §102(b) as being anticipated by Gillard. Claims 16 and 22-24 have been rejected under 35 U.S.C. §102(b) as being anticipated by McSweeney. Claims 19-21 have been rejected under 35 U.S.C. §103(a) as being unpatentable over Gillard and further in

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view of Evers.

In response to the above, base claim 16 has been cancelled and new base claim 27 is presented herewith. The new claim makes it clear that a single-use access code must specifically be employed to enable the outer door to be opened, and in particular that the code is invariably cancelled when the outer door is then closed and automatically locked, that is to say after every use.

Contrary to that recited in the new claim, Gillard locks the outer door by means of a simple lock operable by a key (page 2, line 15) or by means of a pad operable by a PIN (page 2, lines 19-23 and page 4, lines 19-22), or by means of a swipe or smart card (page 2, lines 23-24), or by means of a computer enabling the PINs or card access codes to be regularly or intermittently altered (page 3, lines 1-4). Applicant respectfully contends that none of these locking systems specifically employs a strictly single-use code which is automatically cancelled after every use once the door is closed. This art therefore does not anticipate the present claims.

Also, contrary to the new claim, in a first embodiment McSweeney refers to resetting a self-locking lock to its open position after each delivery (page 2, lines 2-10), which consequently does not require the use of any code or other unlocking means to enable the next delivery to be made; and in a second embodiment McSweeney locks the outer door by means of a combination lock operable by a number which it is stated could be changed from time to time although the same number is quite clearly intended to be used on a regular basis (page 2, lines 14-23). It is therefore contended that a strictly single-use code

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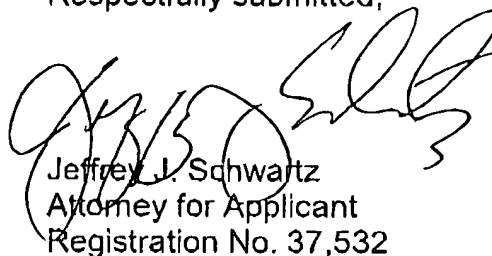
is also not specifically employed in McSweeney. Likewise, the code in McSweeney is not automatically cancelled after every use upon closing the door. The present invention is accordingly not anticipated by this art.

Thus the present invention entails the deliberate selection and restriction to a locking system operable by an exclusively single-use code which is invariably cancelled after every use in order to ensure the absolute maximum degree of security.

Pursuant to 37 C.F.R. §1.121(c)(ii), a marked-up copy of the amended claims is included with this Response and labeled as "Exhibit A".

For all of the reasons discussed above, Applicant submits that all of the claims in the case are now in condition for allowance. Such action is therefore requested at an early date. If the examiner believes that issues remain for discussion, he is invited to contact the undersigned at the telephone number or e-mail address listed below.

Respectfully submitted,



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EXHIBIT A
AMENDED SPECIFICATION - MARKED-UP COPY
(Application Serial No. 09/841,421)

In the Claims:

The claims have been amended, as follows:

(Amended) 17. A delivery box according to claim [16] 27, having projections which in use are secured in seams to the wall.

(Amended) 18. A delivery box according to claim [16] 27, wherein the outer door is substantially flush with the exterior surface of the wall.

(Amended) 19. A delivery box according to claim [16] 27, wherein the outer door has a letter deposit flap.

(Amended) 20. A delivery box according to claim 19, wherein the flap opens into a receptacle mounted on the back of [said door] the outer door.

(Amended) 21. A delivery box according to claim [16] 27, wherein the outer door has a deposit drawer.

(Amended) 22. A delivery box according to claim [16] 27, having a connection to a mains electricity supply.

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(Amended) 23. A delivery box according to claim 22, which includes a chilled storage compartment.

(Amended) 24. A delivery box according to claim [1] 27, which includes a frozen storage compartment.

(Amended) 25. A delivery box according to claim [16] 27, having a connection to an alarm system.

Claim 16 has been cancelled and new claim 27 has been added.